

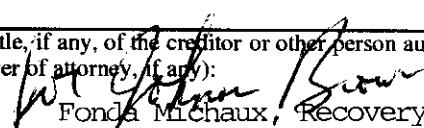


UNITED STATES BANKRUPTCY COURT DISTRICT OF IDAHO (TWIN FALLS)		PROOF OF CLAIM CHAPTER 13
Name of Debtor Clyde V Hale	Case Number 99-42056 <div style="text-align: center; font-size: 1.5em; margin-top: 10px;">Ch. 13</div>	 99-42056  1335312 <div style="text-align: center; font-size: 0.8em;">THIS SPACE IS FOR COURT USE ONLY</div>
<small>NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. §581.</small>		
Name of Creditor (The person or other entity to whom the debtor owes money or property): Bank Of America Name and Address where notices should be sent: Bank Of America P.O. Box 84000 Seattle, WA 98184-3500 BANK OF AMERICA WA1-501-19-01 PO BOX 3977 SEATTLE, WA 98124 Telephone Number: 206-358-8678	<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.	
Account or other number by which creditor identifies debtor: 507-063-011930-8001	Check here if <input type="checkbox"/> replaces this claim <input type="checkbox"/> amends a previously filed claim, dated _____	
1. Basis for Claim <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input checked="" type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input type="checkbox"/> Other _____		<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. §1114(a) <input type="checkbox"/> Wages, salaries, and compensation (fill out below) Your SS #: _____ Unpaid compensation for services performed from _____ to _____ <div style="text-align: center;">(date) (date)</div>
2. Date debt was incurred: 9/21/98	3. If court judgment, date obtained:	
4. Total Amount of Claim at Time Case Filed: 12/15/99 \$ 15,513.01 DEFICIENCY BALANCE <small>If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below.</small> <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.		
5. Secured Claim. <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Collateral: \$ _____ Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ _____		6. Unsecured Priority Claim. <input type="checkbox"/> Check this box if you have an unsecured priority claim Amount entitled to priority \$ _____ Specify the priority of the claim: <input type="checkbox"/> Wages, salaries, or commissions (up to \$4,300)* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Up to \$ 1,950* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6). <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____). <small>*Amounts are subject to adjustment on 4/1/01 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</small>
7. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.		THIS SPACE IS FOR COURT USE ONLY <div style="text-align: center;"> US BANKRUPTCY COURT 550 W Fort St MSC 042 BOISE, ID 83724 </div>
8. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.		17
9. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		
Date 06/26/00	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any): <div style="text-align: center; margin-top: 10px;">  Fonda Michaux, Recovery Specialist </div>	
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.		

Chapter 12 and 13 claims, along with any supporting must be filed in duplicate.

1997

SEP 24 1998

SEE OTHER SIDE FOR ADDITIONAL TERMS AND AGREEMENTS

NEW BLACK

PRINCIPAL CHANGE	Amount Financed	Total of Payments
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**The cost of your credit
is a whole lot less.**

YOUR PAYMENT SCHEDULE WILL BE

LATE CHARGES: If any payment is more than 15 days late you will be charged the greater of \$10 or 5% of the late amount.

PREPAYMENT: You own my your contract in full at any time without penalty.

See the reverse side of this document for any additional information about nonpayment, delinquency and any required prepayment in full before the scheduled date.

THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

NOTICE: No person is required as a condition of financing the purchase of a motor vehicle to purchase, or negotiate, any insurance through a particular insurance company, agent or broker. You have requested Seller to include in the balance due under this contract the following insurance: insurance to no expire WITHIN ☐ MONTHS ☐ AFTER ☐ the due date of the final installment Buyer requests Seller to procure insurance on the vehicle against fire, theft, and collision for the term of this contract. Any insurance not met or in force will be accepted by the insurance carrier.

\$_____DED. COMP. FIRE & THEFT.

Name of Insurer _____
The foregoing declarations are hereby acknowledged

DATE	SELLER	BUYER
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You voluntarily request the credit insurance checked below, if any, and understand that such insurance is not required. You acknowledge disclosure of the cost of such insurance and authorize it to be included in the balance payable under this contract. Any returned or refunded credit insurance premiums shall be applied to terms the under this contract. Only the services whose names are listed below are insured.

CREDIT LIFE 22 Mos. Premium \$ N/A

Market of 100,000 ...

If the boxes above are checked to indicate that you desire Credit Life or Credit Disability Insurance, or both, your signature below means that you agree that you elect the insurance shown above subject to the eligibility requirements, conditions and exclusions set forth in your insurance policy(ies) or certificate(s). If the boxes above are checked to indicate that you do not want Credit Life or Credit Disability Insurance, or both, your signature below indicates that you do not.

A Cash Price Money Vehicle and Accessories \$ 38495.00 (A)

1 Cash Price Vehicle \$ 38695.00

A. Trade-In (Description) _____

5.02 (A)

4 - N/A

14-00000

A Total premiums paid to insurance companies 25.42

per Statement of Insurance (a + b) \$ N/A (A)

To whom paid: _____

AMOUNT FINANCED (3 + 4 + 5) \$ 39293.70

To whom paid _____

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- per Statement of Insurance: (a + b) \$ N/A (A)
- B Other \$ N/A (B)
- To whom paid _____
- C Other \$ N/A (C)
- To whom paid _____
- TOTAL OTHER AMOUNTS FINANCED (5A to C) \$ N/A
- AMOUNT FINANCED (3 + 4 + 5) \$ 3929.74
- FEES NOT FINANCED \$ N/A

* We may retain, or receive as a rebate, a portion of the amount

VEHICLE USE: The primary use of the vehicle will be
☒ Personal Family or Household ☐ Commercial ☐ Agricultural

* SERVICE CONTRACT (Optional) You request a service contract written with the following company for the term below. The cost is shown in item (1D) above.

Company _____ Term _____ Months

[illegible]

Guarantor's Signature	Date	Address
Guarantor's Signature	Date	Address

EXPENSE ☐ You pay no Finance Charge if the Account financed, does fit, in point of A/R on or before _____ 19 ____ **SELLING DETAILS**

State law does not provide for a "cooling off" or other cancellation period for this sale. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud.

Buyer and Co-Buyer acknowledge that (1) before signing this contract Buyer and Co-Buyer have read both sides of this contract and received a legible, completely filled-in copy of this contract; and (2) Buyer and Co-Buyer have received a copy of every other document that Buyer and Co-Buyer signed during the contract negotiation.

Buyer's Signature _____
Co-Buyer's Signature _____
Seller LATHAM MOTORS
Seller's Address P.O. BOX R TWIN FALLS, ID 83303
Pay To _____ Title

FORM NO. 103-10 (REV. 10-1-77) (SEE INSTRUCTIONS)

ORIGINAL